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JEH/are
09/09/93

ORIGINAL

ORDINANCE NO. 1737

ZMA92-001, LaPiazza
Di Rosa

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE DESIGNATION OF CERTAIN PROPERTY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF OLD REDMOND ROAD AND 132ND AVENUE NORTHEAST FROM PROFESSIONAL OFFICE WITH CONDITIONS (PO/C) TO COMMUNITY BUSINESS WITH CONDITIONS (CB/C), ZMA 92-001.

WHEREAS, Crown Pacific Management has requested approval of an amendment to the City's Official Zoning Map in order to change the zoning designation of property located at the northeast corner of the intersection of Old Redmond Road and 132nd Avenue Northeast and commonly known as the La Piazza di Rosa Rezone, from PO/C to CB/C, and

WHEREAS, the Hearing Examiner of the City of Redmond held a public hearing on the request on July 12, 1993 and issued a recommendation that the City Council approve the application, subject to the execution of a concomitant agreement, on July 22, 1993, and

WHEREAS, the City Council considered the recommendation of the Hearing Examiner on August 17, 1993 and determined to hold an additional public hearing on September 7, 1993 prior to making a final decision, and

WHEREAS, after conclusion of the September 7, 1993 public hearing, the City Council determined to approve the requested zoning map amendment with modifications to be set forth in the

proposed concomitant agreement, NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. Findings and Conclusions Adopted. The findings and conclusions of the Hearing Examiner dated July 22, 1993 are hereby adopted by the City Council as the Council's findings and conclusions on ZMA 92-001. In addition, the City Council adopts the following supplemental findings and conclusions based upon the record of the Hearing Examiner and the public hearing held before the City Council on September 7, 1993:

SUPPLEMENTAL FINDINGS

1. Section 20B.15.020(30) of the Community Development Guide establishes a policy of maintaining significant trees and tree lines to the maximum extent possible in connection with development. Although the applicant has not presented a tree survey as part of its application, it is clear that significant trees are located on the site. Retaining these trees would provide valuable noise attenuation and visual screening of the site from single family residences in the vicinity. The applicant indicated that significant trees could be preserved and would enhance development on the site.
2. Section 20B.10.030(55) of the Community Development Guide establishes a policy of restricting noise levels to healthful limits for the various residential, commercial, industrial and recreational environments. Traffic ingressing and egressing the site for both the commercial and multifamily development would create significant noise for adjacent single family residential properties. A solid wall would provide noise attenuation for those properties. The applicant indicated that the

construction of a wall along the rear property line to provide noise attenuation would be an acceptable condition of development.

3. Lighting from commercial uses on the site could have a significant impact on adjacent and vicinal single family residential properties during evening hours when skies are dark and the residents are likely to be home and seeking sleep or repose. Directing light downward and away from adjacent properties would minimize the impact on adjacent and vicinal single family residences.
4. The Hearing Examiner's recommendation is to limit the hours of operation of convenience markets and fast food businesses on the site to no more than 16 hours per day, ending at 10 p.m. Other businesses could just as easily create the noise impacts which this condition seeks to mitigate.

SUPPLEMENTAL CONCLUSIONS

1. A tree survey meeting the approval of the Planning Department should be conducted by the applicant prior to, or in conjunction with, any development application for construction on the site. Significant trees should be preserved to the extent feasible in light of the intended use of the property. A tree preservation plan should be presented to and approved by the Design Review Board as part of the site plan review. Preservation of significant trees is necessary to enable this application to meet the policy contained in Section 20B.15.020(30).
2. A solid wall meeting the approval of the Design Review Board should be constructed along the rear property line abutting single family residential properties in order to provide adequate noise attenuation. Construction of the wall is

necessary to minimize impacts of the proposed rezone, ensure compatibility of this development with adjacent properties, and to meet the policy objectives set forth in Section 20B.10.030(55) of the Community Development Guide.

3. All lighting for the proposed development should be shielded and/or reflected downward and back onto the site so as to minimize glare and lighting impacts on adjacent properties.
4. All business activities on the site should be limited in hours of operation in order to minimize noise impacts on adjacent and vicinal single family residential properties. The 16 hour limitation ending at 10 p.m. as set forth in the Hearing Examiner's decision for convenience markets and fast food businesses should be applied to all business activities.
5. The rezone and concomitant agreement should be conditioned to ensure that any development on the site is a mixed commercial/multifamily residential development. Development which is strictly commercial, or strictly multifamily, should be prohibited. The mixed use will provide an appropriate transition between the residential properties and the commercial properties in the vicinity.
6. All conditions set forth in these supplemental conclusions should be incorporated into the proposed concomitant agreement for the zoning map amendment.

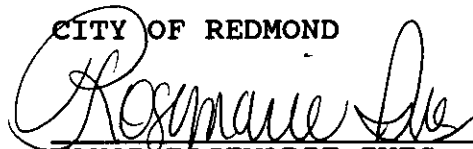
Section 2. Zoning Map Amended. The Official Zoning Map of the City of Redmond, as adopted by Section 20C.10.030(10) is hereby amended to change the zoning on certain property located on the northeast corner of Old Redmond Road and 132nd Avenue Northeast

and more particularly described on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full, from Professional Office with Conditions (PO/C) to Community Business with Conditions (CB/C), subject to the execution of the concomitant agreement approved in Section 4 of this ordinance.

Section 3. Duties of Planning Director. The Planning Director is hereby authorized to make the necessary changes to the Official Zoning Map of the City to reflect the changes approved by this ordinance.

Section 4. Concomitant Zoning Agreement. The Mayor is hereby authorized to execute and the City Clerk to attest to that certain document entitled "Concomitant Zoning Agreement for La Piazza di Rosa Rezone, ZMA 92-001" attached to this ordinance as Exhibit B and incorporated herein by this reference as if set forth in full. The City Clerk is further directed to record said Concomitant Zoning Agreement with the King County Recorder as a covenant running with the land. The cost of said recordation shall be paid by the applicants in accord with the terms of the Concomitant Zoning Agreement.

Section 5. Effective Date. This ordinance, being an administrative action, is not subject to referendum and shall take effect five (5) days after publication of an approved summary thereof consisting of the title.

CITY OF REDMOND

MAYOR ROSEMARIE IVES

ATTEST/AUTHENTICATED:

Doris A. Schaible
CITY CLERK, DORIS SCHAIBLE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: 

FILED WITH THE CITY CLERK: 09/10/93
PASSED BY THE CITY COUNCIL: 09/21/93
SIGNED BY THE MAYOR: 09/21/93
PUBLISHED: 09/26/93
EFFECTIVE DATE: 10/01/93
ORDINANCE NO. 1737

EXHIBIT A
ORDINANCE NO. 1737

Legal Description for La Piazza Di Rosa

Lots 21 through 28, block 5, inclusive, Keystone addition to Kirkland according to plat thereof recorded in volume 7 of plats, page 92, in King County, Washington, less that portion of lot 25 deeded to King County under Auditor's file no. 8912201232; also the west 100' of lots A & B, block 5, supplemental plat of Keystone, according to plat thereof recorded in volume 9 of plats, page 8, less that portion of lots 25 through 28 and west 100' of lot B deeded to the City of Kirkland under Auditor's file no. 9205290698 together with the south one half of NE 69th Street as would attach by operation of law.

**CONCOMITANT AGREEMENT FOR LA PIAZZA DI
ROSA REZONE
CITY FILE NO. ZMA 92-001**

9310201026

WHEREAS, the undersigned owners, hereinafter referred to as "the Owners", are the Owners of certain real property located within the City of Redmond, King County, Washington, which is the subject of this Agreement and which is legally described on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full, and

WHEREAS, the Owners have requested approval of an amendment to the City of Redmond's Official Zoning Map in order to change the zoning designation of the property from Professional Office with Conditions (PO/C) to Community Business with Conditions (CB/C), and

WHEREAS, the City Council has authorized preparation of an ordinance approving the requested zoning map amendment, subject to the execution of a concomitant zoning agreement by the Owners binding the property to the conditions of approval, and

WHEREAS, the Owners have indicated a willingness to cooperate with the City in order to ensure compliance with the proposed conditions of approval, now, therefore,

IN CONSIDERATION OF the City's approval of the zoning map amendment requested by the Owners, the Owners hereby covenant and agree, and the City accepts such covenant and agreement by Owners as compliance with the conditions of approval, as follows:

1. Warranty of Title. The Owners warrant that they have fee title to the property described on Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full, and that they are authorized to execute this Agreement and to bind said property to the terms and conditions hereof.

2. Mixed Use Development. Any development on the site shall be of a mixed commercial/multifamily residential character. Development which is strictly commercial, or strictly multifamily, is prohibited. Residential density on the site shall be limited to no more than nine units per net acre.

3. Prohibited Uses. Except as provided in this paragraph, the uses allowed on the site shall be those authorized by the Redmond Community Development Guide for the Community Business (CB) District. Notwithstanding any contrary provisions in the Redmond

EXHIBIT B

**CONCOMITANT AGREEMENT FOR LA PIAZZA DI
ROSA REZONE
CITY FILE NO. ZMA 92-001**

WHEREAS, the undersigned owners, hereinafter referred to as "the Owners", are the Owners of certain real property located within the City of Redmond, King County, Washington, which is the subject of this Agreement and which is legally described on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full, and

WHEREAS, the Owners have requested approval of an amendment to the City of Redmond's Official Zoning Map in order to change the zoning designation of the property from Professional Office with Conditions (PO/C) to Community Business with Conditions (CB/C), and

WHEREAS, the City Council has authorized preparation of an ordinance approving the requested zoning map amendment, subject to the execution of a concomitant zoning agreement by the Owners binding the property to the conditions of approval, and

WHEREAS, the Owners have indicated a willingness to cooperate with the City in order to ensure compliance with the proposed conditions of approval, now, therefore,

IN CONSIDERATION OF the City's approval of the zoning map amendment requested by the Owners, the Owners hereby covenant and agree, and the City accepts such covenant and agreement by Owners as compliance with the conditions of approval, as follows:

1. Warranty of Title. The Owners warrant that they have fee title to the property described on Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full, and that they are authorized to execute this Agreement and to bind said property to the terms and conditions hereof.

2. Mixed Use Development. Any development on the site shall be of a mixed commercial/multifamily residential character. Development which is strictly commercial, or strictly multifamily, is prohibited. Residential density on the site shall be limited to no more than nine units per net acre.

3. Prohibited Uses. Except as provided in this paragraph, the uses allowed on the site shall be those authorized by the Redmond Community Development Guide for the Community Business (CB) District. Notwithstanding any contrary provisions in the Redmond

Community Development Guide, the following uses otherwise allowed in the CB District are prohibited on the site:

- ▶ Hotels and Motels
- ▶ Public Assembly: (indoor) theaters
- ▶ Recreational Activities: swimming pools (Commercial)
- ▶ Recreation Activities: (Non-Commercial): tennis courts, swimming pools and beaches, playfields
- ▶ Gymnasiums, Indoor Recreation Center (Non-Commercial)
- ▶ Recreation Activities: (Commercial) athletic clubs, health clubs, fitness centers, indoor skiing, baseball, etc.
- ▶ Recreation Activities: (Commercial) bowling
- ▶ Gambling
- ▶ Adult Entertainment Facilities
- ▶ Petroleum Sales - whether as a service station or as a part of a convenience market
- ▶ Wholesale Trade/Bulk Sales: metals, petroleum, scrap and waste materials but excluding motor vehicles, livestock
- ▶ Wholesale Trade: general merchandise, products, supplies, materials, equipment
- ▶ Bulk Retail: lumber, building materials, paint, glass, heating, plumbing, electrical supplies
- ▶ Taverns
- ▶ Handcrafted Stone, clay, glass products manufacturing
- ▶ Commercial/Industrial photography, cinematography, video production
- ▶ Funeral home and service
- ▶ Auto repair services
- ▶ Hospitals
- ▶ Convalescent/Nursing Centers
- ▶ Churches, temples, synagogues, related activities and uses
- ▶ Massage Parlor, bath house, saunas and similar facilities
- ▶ Commercial auto parking lots and garages, Park and Ride lots
- ▶ Communication exchanges, centers, studios (TV/Radio)
- ▶ Agriculture: crop production
- ▶ Water Extraction, wells
- ▶ Video Arcade
- ▶ Repair Services: watches, appliances, TV, electrical, jewelry, furniture and upholstery
- ▶ Contract Construction Services: office and/or storage of materials and equipment

FAST FOOD, except as follows:

- ▶ Allowed only as part of a multiple tenant complex, and
- ▶ Shall not exceed 2,000 square feet GFA/tenant, and
- ▶ Shall not have drive-up windows.

CONVENIENCE MARKET, except as follows:

- ▶ Shall not exceed 2,500 square feet GFA/tenant, and
- ▶ Allowed only as part of a multiple tenant complex.

5. Business Hours of Operation. Hours of operation for any community business use on the site shall not exceed 16 hours per day, concluding at 10:00 p.m.

6. Other Development Restrictions. The following additional development restrictions shall apply to any construction on the site, notwithstanding any contrary provision of the Redmond Community Development Guide:

TYPE OF DEVELOPMENT RESTRICTION	RESTRICTION IMPOSED
Height	35 feet to mid point of gable
Landscape Buffers	5 feet at street 10 feet at interior lot lines
Density	Not more than nine units per net acre
Lot Coverage	40 percent
Building Setbacks	
Front	20 feet
Side	10 feet
Rear	10 feet

7. Tree Preservation. Prior to issuance of, and in conjunction with any permit or approval for construction on the site, the Owners shall have a tree survey meeting the approval of the Planning Department conducted in order to identify all significant trees. All significant trees shall be preserved to the extent feasible in light of the approved use of the property. *A tree preservation plan shall be presented to and approved by the Design Review Board as part of any site plan review or other development approval.*

8. Noise Attenuation Wall. A solid noise attenuation wall shall be required along the rear property line abutting single family residential properties as a condition of any

development approval. The design of the wall shall be presented to and approved by the Design Review Board. All such construction shall be at the applicant's sole cost and expense.

9. Lighting. All lighting for any proposed development on the site shall be shielded and/or reflected downward and back onto the site so as to minimize glare and lighting impacts on adjacent properties.

10. Binding Effect. This Agreement shall be filed and recorded with the King County Department of Records and Elections and shall constitute a covenant running with the land described on Exhibit A, and be binding upon the Owners, their successors in interest and assigns.

11. Payment of Costs and Recording Fees. The Owners agree to pay all costs of recording this Agreement, together with all reasonable costs incurred by the City in the preparation of this Agreement, including attorney's fees.

12. Police Power. Nothing in this Agreement shall be construed to restrict the authority of the City to exercise its police powers. In the event that the City's land use regulations shall be more restrictive than the conditions set forth in this Agreement at the time of development application, the more restrictive regulations shall control. Where the City's development regulations are less restrictive than the conditions set forth in this Agreement, this Agreement shall control.

13. Enforcement. In addition to any other remedy provided by law, the City may, at its discretion, maintain a lawsuit to compel specific performance of the terms and conditions of this Agreement or to otherwise enforce its provisions, through injunctive or other relief; and the prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees.

14. Severability. In the event any section, paragraph, sentence, term or clause of this Agreement conflicts with applicable law or is found by any court having jurisdiction thereof to be contrary to law, such conflict shall not affect other sections, paragraphs, sentences, terms or clauses of this Agreement which can be given effect without the conflicting provision and to this end the terms of this Agreement shall be deemed to be severable, provided, however, that in the event any section, paragraph, sentence, term or clause of this Agreement is found to conflict with applicable law, the City shall have the right to bring the proposed development back before the City Council or other appropriate body for further review and imposition of appropriate conditions to ensure that the purposes for which this Agreement is entered into are in fact accomplished and the impacts of the proposed development are mitigated.

DATED this _____ day of _____, 1993.

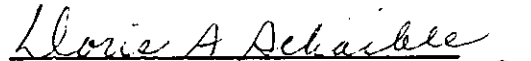
ACCEPTED BY THE CITY
OF REDMOND:

OWNERS:



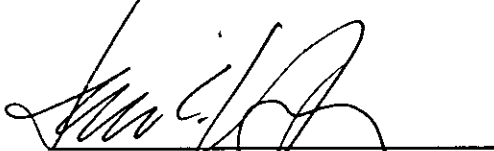
Mayor Rosemarie Ives

ATTEST/AUTHENTICATED:



Doris Schaible, City Clerk 9-21-93

APPROVED AS TO FORM:



James E. Haney
Office of the City Attorney

IF OWNERS ARE INDIVIDUALS

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____

(Signature)

(Print Name)
NOTARY PUBLIC
My appointment expires: _____

IF OWNERS ARE A CORPORATION OR A PARTNERSHIP

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as _____ of _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: _____

(Signature)

(Print Name)
NOTARY PUBLIC
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Mayor Rosemarie Ives and City Clerk Doris Schaible are the people who appeared before me, and said persons acknowledged that they were authorized to execute the instrument and acknowledged it as Mayor and City Clerk of the City of Redmond to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: September 21, 1993

Sandra L. Marion
(Signature)
Sandra L. Marion
(Print Name)
NOTARY PUBLIC
My appointment expires: 3.25.94